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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON
AT SPOKANE

RONALD SHIELDS, individually and as
Personal Representative of the Estate of
NORMA SHIELDS, and on behalf of the
marital community of RONALD
SHIELDS and NORMA SHIELDS,

Plaintiffs,

v.

TRANSAMERICA PREMIER LIFE
INSURANCE COMPANY, an Iowa
Corporation; and, NATIONAL RIFLE
ASSOCIATION OF AMERICA, a New
York Foreign Nonprofit Corporation, d/b/a
NRA Endorsed Insurance Program; and,
A.G.I.A. Inc., a California Corporation
d/b/a AGIA Infinity, and as agent/Partner
of NRA Endorsed Insurance Program,

Defendants.

**The Honorable Salvador
Mendoza, Jr.**

NO. 2:20-cv-00438-SMJ

**DEFENDANT
TRANSAMERICA PREMIER
LIFE INSURANCE
COMPANY'S ANSWER TO
COMPLAINT**

COMES NOW TRANSAMERICA PREMIER LIFE INSURANCE
COMPANY, hereinafter referred to as "TPLIC," by and through its attorneys of



1 record, Ryan, Swanson & Cleveland, PLLC, and answers Plaintiffs' Complaint as
2 follows:
3

4 **I. PARTIES, JURISDICTION, VENUE, AND COVERAGE**

5 1. Answering paragraph 1.1 of Plaintiffs' Complaint, TPLIC admits
6 only that Mr. Shields lives in Newport, Washington. TPLIC is without knowledge
7 or information to form a belief as to the truth of the remaining averments and so
8 denies same.
9

10 2. Answering paragraph 1.2 of Plaintiffs' Complaint, TPLIC is without
11 knowledge or information to form a belief as to the truth of these averments and
12 so denies same.
13

14 3. Answering paragraph 1.3 of Plaintiffs' Complaint, TPLIC is without
15 knowledge or information to form a belief as to the truth of these averments, so
16 denies same. Additionally, Plaintiffs describe the relief sought, to which no
17 response is required. If a response is later deemed required, it is denied.
18
19

20 4. Answering paragraph 1.4 of Plaintiffs' Complaint, TPLIC is without
21 knowledge or information to form a belief as to the truth of these averments and
22 so denies same.
23

24 5. Answering paragraph 1.5 of Plaintiffs' Complaint, TPLIC is without
25 knowledge or information to form a belief as to the truth of these averments, so
26



1 denies same.

2 6. Answering paragraph 1.6 of Plaintiffs' Complaint, TPLIC admits
3
4 that Mr. Shields has paid timely premium payments to date.

5 7. Answering paragraph 1.7 of Plaintiffs' Complaint, TPLIC asserts
6
7 that that Transamerica Premier Life Insurance Company merged into
8 Transamerica Life Insurance Company on October 1, 2020. TPLIC admits it does
9 business in the Eastern District of Washington, but denies the remainder of the
10 paragraph.
11

12 8. Answering paragraph 1.8 of Plaintiffs' Complaint, TPLIC is without
13
14 knowledge or information to form a belief as to the truth of these averments and
15 so denies same.

16 9. Answering paragraph 1.9 of Plaintiffs' Complaint, TPLIC is without
17
18 knowledge or information to form a belief as to the truth of these averments and
19 so denies same.

20 10. Answering paragraph 1.10 of Plaintiffs' Complaint, TPLIC is
21
22 without knowledge or information to form a belief as to the truth of these
23 averments and so denies same.

24 11. Answering paragraph 1.11 of Plaintiffs' Complaint, TPLIC admits it
25
26 is the insurer for a cancer insurance policy that insures Ronald Shields and his



1 spouse, with an effective date of January 1, 2014 (the “Policy”), which coverage
2 is determined by the plain language of the Policy, which speaks for itself. Any
3 mischaracterization or misstatement of the same is denied. TPLIC denies the
4 remainder of the paragraph.
5

6 12. Answering paragraph 1.12 of Plaintiffs’ Complaint, TPLIC admits.
7

8 13. Answering paragraph 1.13 of Plaintiffs’ Complaint, TPLIC is
9 without knowledge or information to form a belief as to the truth of these
10 averments and so denies same.
11

12 14. Answering paragraph 1.14 of Plaintiffs’ Complaint, TPLIC admits
13 only that Mr. Shields submitted documents as part of a claim under the Policy.
14 TPLIC denies the remainder of the paragraph.
15

16 15. Answering paragraph 1.15 of Plaintiffs’ Complaint, TPLIC denies.
17

18 16. Answering paragraph 1.16 of Plaintiffs’ Complaint, TPLIC denies.
19

20 17. Answering paragraph 1.17 of Plaintiffs’ Complaint, TPLIC admits
21 only that Mr. Shields has requested benefits under the Policy and submitted
22 incomplete claim documentation, and that no benefit payments have been made
23 under the Policy. TPLIC denies the remainder of the paragraph.
24

25 18. Answering paragraph 1.18 of Plaintiffs’ Complaint, TPLIC denies.
26

19. Answering paragraph 1.19 of Plaintiffs’ Complaint, TPLIC is



1 without knowledge or information to form a belief as to the truth of these
2 averments and so denies same.

3
4 20. Answering paragraph 1.20 of Plaintiffs' Complaint, TPLIC is
5 without knowledge or information to form a belief as to the truth of these
6 averments and so denies same.

7
8 21. Answering paragraph 1.21 of Plaintiffs' Complaint, TPLIC admits
9 only that Mr. Shields is a Washington resident. TPLIC is without knowledge or
10 information to form a belief as to the truth of the remaining averments and so
11 denies same.

12
13 22. Answering paragraph 1.22 of Plaintiffs' Complaint, TPLIC denies.

14
15 23. Answering paragraph 1.23 and sub paragraphs 1.23.1, 1.23.2 and
16 1.23.3 of Plaintiffs' Complaint, TPLIC is without knowledge or information to
17 form a belief as to the truth of these averments and so denies same.

18
19 24. Answering paragraph 1.24 of Plaintiffs' Complaint, TPLIC asserts
20 that this statement is a conclusion of law that requires no response. To the extent
21 a response is required, it is denied.

22
23 25. Answering paragraph 1.25 of Plaintiffs' Complaint, TPLIC asserts
24 that this statement is a conclusion of law that requires no response. To the extent
25 a response is required, it is denied.



27. Answering paragraph 1.27 of Plaintiffs' Complaint, TPLIC asserts that this statement is a conclusion of law that requires no response. To the extent a response is required, it is denied.

28. Answering paragraph 1.28 of Plaintiffs' Complaint, TPLIC is without knowledge or information to form a belief as to the truth of these averments and so denies same.

A. Cancer Insurance Policy

29. Answering paragraph 2.1 of Plaintiffs' Complaint, TPLIC is without knowledge or information to form a belief as to the truth of these averments and so denies same.

30. Answering paragraph 2.2 of Plaintiffs' Complaint, TPLIC is without knowledge or information to form a belief as to the truth of these averments and so denies same.

31. Answering paragraph 2.3 of Plaintiffs' Complaint, TPLIC is without knowledge or information to form a belief as to the truth of these averments and

1 so denies same.

2 32. Answering paragraph 2.4 of Plaintiffs' Complaint, TPLIC is without
3 knowledge or information to form a belief as to the truth of these averments and
4 so denies same.
5

6 33. Answering paragraph 2.5 of Plaintiffs' Complaint, TPLIC is without
7 knowledge or information to form a belief as to the truth of these averments and
8 so denies same.
9

10 34. Answering paragraph 2.6 of Plaintiffs' Complaint, TPLIC is without
11 knowledge or information to form a belief as to the truth of these averments and
12 so denies same.
13

14 35. Answering paragraph 2.7 of Plaintiffs' Complaint, TPLIC is without
15 knowledge or information to form a belief as to the truth of these averments and
16 so denies same.
17

18 36. Answering paragraph 2.8 of Plaintiffs' Complaint, TPLIC is without
19 knowledge or information to form a belief as to the truth of these averments and
20 so denies same.
21

22 37. Answering paragraph 2.9 of Plaintiffs' Complaint, TPLIC is without
23 knowledge or information to form a belief as to the truth of these averments and
24 so denies same.
25
26

1 38. Answering paragraph 2.10 of Plaintiffs' Complaint, TPLIC is
2 without knowledge or information to form a belief as to the truth of these
3 averments and so denies same.
4

5 39. Answering paragraph 2.11 of Plaintiffs' Complaint, TPLIC is
6 without knowledge or information to form a belief as to the truth of these
7 averments and so denies same.
8

9 40. Answering paragraph 2.12 of Plaintiffs' Complaint, TPLIC is
10 without knowledge or information to form a belief as to the truth of these
11 averments and so denies same.
12

13 41. Answering paragraph 2.13 of Plaintiffs' Complaint, TPLIC is
14 without knowledge or information to form a belief as to the truth of these
15 averments and so denies same.
16

17 42. Answering paragraph 2.14 of Plaintiffs' Complaint, TPLIC is
18 without knowledge or information to form a belief as to the truth of these
19 averments and so denies same.
20

21 43. Answering paragraph 2.15 of Plaintiffs' Complaint, TPLIC is
22 without knowledge or information to form a belief as to the truth of these
23 averments so denies same.
24

25 44. Answering paragraph 2.16 of Plaintiffs' Complaint, TPLIC is
26

1 without knowledge or information to form a belief as to the truth of these
2 averments related to “all successors” and so denies same.
3

4 45. Answering paragraph 2.17 of Plaintiffs’ Complaint, TPLIC admits
5 only that Monumental Life Insurance Company (“Monumental”) issued the
6 Policy for cancer indemnity benefits on January 1, 2014 insuring Mr. Shields and
7 his spouse, certificate number 5501483442 and that Monumental changed its
8 name to TPLIC as of July 31, 2014. TPLIC denies the remainder of the paragraph.
9

10 46. Answering paragraph 2.18 of Plaintiffs’ Complaint, TPLIC is
11 without knowledge or information to form a belief as to the truth of these
12 averments and so denies same.
13

14 47. Answering paragraph 2.19 of Plaintiffs’ Complaint, TPLIC is
15 without knowledge or information to form a belief as to the truth of these
16 averments and so denies same.
17

18 48. Answering paragraph 2.20 of Plaintiffs’ Complaint, TPLIC admits
19 only that Exhibit 1 appears to be a duplicate certificate of the Policy, with an
20 unknown person’s handwritten notes on it.
21

22 49. Answering paragraph 2.21 of Plaintiffs’ Complaint, TPLIC denies.
23

24 50. Answering paragraph 2.22 of Plaintiffs’ Complaint, TPLIC admits
25 that Mr. Shields is current on his premium payments for the Policy. TPLIC is
26



1 without knowledge or information to form a belief as to the truth of the remaining
2 averments, and so denies same.
3

4 51. Answering paragraph 2.23 of Plaintiffs' Complaint, TPLIC is
5 without knowledge or information to form a belief as to the truth of these
6 averments and so denies same.
7

8 52. Answering paragraph 2.24 of Plaintiffs' Complaint, TPLIC denies.

9 53. Answering paragraph 2.25 of Plaintiffs' Complaint, TPLIC asserts
10 that this statement is a conclusion of law that requires no response. TPLIC denies
11 any mischaracterization or misstatement of the same. To the extent a response is
12 required, TPLIC admits only that the Policy is currently in-force.
13

14 54. Answering paragraph 2.26 of Plaintiffs' Complaint, TPLIC asserts
15 that this statement is a conclusion of law that requires no response. TPLIC denies
16 any mischaracterization or misstatement of the same. To the extent a response is
17 required, it is denied.
18
19

20 55. Answering paragraph 2.27 of Plaintiffs' Complaint, TPLIC asserts
21 the existence and extent of any duty it owes to policyholders are conclusions of
22 law that requires no response. To the extent a response is required, it is denied.
23

24 56. Answering paragraph 2.28 of Plaintiffs' Complaint, TPLIC asserts
25 the existence and extent of any duty it owes to policyholders are conclusions of
26



1 law that requires no response. To the extent a response is required, it is denied.

2 57. Answering paragraph 2.29 of Plaintiffs' Complaint, TPLIC asserts
3 the existence and extent of any duty it owes to policyholders are conclusions of
4 law that requires no response. To the extent a response is required, it is denied.
5 TPLIC expressly denies that it owes a fiduciary duty to Mr. or Mrs. Shields.
6

7 58. Answering paragraph 2.30 of Plaintiffs' Complaint, TPLIC asserts
8 the existence and extent of any duty it owes to policyholders are conclusions of
9 law that requires no response. To the extent a response is required, it is denied.
10

11 59. Answering paragraph 2.31 of Plaintiffs' Complaint, asserts the
12 existence and extent of any duty it owes to policyholders are conclusions of law
13 that requires no response. To the extent a response is required, it is denied. TPLIC
14 affirmatively asserts it did not make any misleading, deceptive, and false
15 statements.
16

17 60. Answering paragraph 2.32 of Plaintiffs' Complaint, TPLIC asserts
18 that this statement is a conclusion of law that requires no response. TPLIC denies
19 any mischaracterization or misstatement of the same. To the extent a response is
20 required, it is denied.
21

22 61. Answering paragraph 2.33 of Plaintiffs' Complaint, TPLIC asserts
23 that this statement is a conclusion of law that requires no response. TPLIC denies
24
25
26



1 any mischaracterization or misstatement of the same. To the extent a response is
2 required it is denied.

3
4 62. Answering paragraph 2.34 of Plaintiffs' Complaint, TPLIC asserts
5 that this statement is a conclusion of law that requires no response. TPLIC denies
6 any mischaracterization or misstatement of the same. To the extent a response is
7 required, it is denied.

8
9 63. Answering paragraph 2.35 (including subparts A-F) of Plaintiffs'
10 Complaint, TPLIC asserts that these statements are conclusions of law that require
11 no response. TPLIC denies any mischaracterization or misstatement of the same.
12 To the extent a response is required, it is denied.

13
14 64. Answering paragraph 2.36 of Plaintiffs' Complaint, TPLIC asserts
15 that these statements are conclusions of law that require no response. TPLIC
16 denies any mischaracterization or misstatement of the same. To the extent a
17 response is required, it is denied.

18
19 65. Answering paragraph 2.37 (including subparts A-B) of Plaintiffs'
20 Complaint, TPLIC asserts that the Policy speaks for itself. Any
21 mischaracterization or misstatement of same is denied.

22
23 66. Answering paragraph 2.38 of Plaintiffs' Complaint, TPLIC asserts
24 that these statements are conclusions of law that require no response. TPLIC
25
26

1 denies any mischaracterization or misstatement of the same. To the extent a
2 response is required, it is denied.
3

4 67. Answering paragraph 2.39 of Plaintiffs' Complaint, TPLIC asserts
5 that this statement is a conclusion of law that requires no response. TPLIC denies
6 any mischaracterization or misstatement of the same. To the extent a response is
7 required, it is denied.
8

9 68. Answering paragraph 2.40 of Plaintiffs' Complaint, TPLIC denies as
10 to the TPLIC, and is without knowledge or information to form a belief as to the
11 truth of these averments against the other Defendants and so denies same.
12

13 69. Answering paragraph 2.41 of Plaintiffs' Complaint, TPLIC denies it
14 advertised an "NRA Cancer Plan." TPLIC asserts this statement is a conclusion
15 of law for which no response is needed. To the extent a response is required, it is
16 denied as to TPLIC, which is without knowledge or information to form a belief
17 as to the truth of these averments against the other Defendants and so denies same.
18
19

20 70. Answering paragraph 2.42 of Plaintiffs' Complaint, TPLIC asserts
21 this statement is a conclusion of law for which no response is needed. TPLIC
22 denies any mischaracterization or misstatement of the same. To the extent a
23 response is required, it is denied.
24

25 71. Answering paragraph 2.43 of Plaintiffs' Complaint, TPLIC admits
26

1 only that the Policy is currently in effect. TPLIC does not know what Plaintiffs
2 intend by “insurance transactions” and therefore denies the remainder of the
3 paragraph.
4

5 72. Answering paragraph 2.44 of Plaintiffs’ Complaint, TPLIC asserts
6 this statement is a conclusion of law for which no response is needed. TPLIC
7 denies any mischaracterization or misstatement of the same. To the extent a
8 response is required, it is denied.
9

10 73. Answering paragraph 2.45 of Plaintiffs’ Complaint, TPLIC is
11 without knowledge or information to form a belief as to the truth of these
12 averments and so denies same.
13

14 74. Answering paragraph 2.46 of Plaintiffs’ Complaint, TPLIC is
15 without knowledge or information to form a belief as to the truth of these
16 averments and so denies same.
17

18 75. Answering paragraph 2.47 of Plaintiffs’ Complaint, TPLIC is
19 without knowledge or information to form a belief as to the truth of these
20 averments and so denies same.
21

22 76. Answering paragraph 2.48 of Plaintiffs’ Complaint, TPLIC admits it
23 continues to charge premiums for the Policy. TPLIC is without knowledge or
24 information to form a belief as to the truth of the remaining averments so denies
25
26

1 same.

2 77. Answering paragraph 2.49 of Plaintiffs' Complaint, TPLIC asserts
3 that any "marketing materials" speak for themselves. Any mischaracterization or
4 misstatement is denied. TPLIC specifically denies created or issued any marketing
5 materials for the Policy. TPLIC denies the remainder of the paragraph.
6

7 78. Answering paragraph 2.50 of Plaintiffs' Complaint, TPLIC denies it
8 conducted illegal and unlicensed activities. TPLIC is without knowledge or
9 information to form a belief as to the truth of these averments against the other
10 Defendants and so denies same.
11

12
13 **B. Facts – Loss Under the Policy**

14 79. Answering paragraph 2.51 of Plaintiffs' Complaint, TPLIC is
15 without knowledge or information to form a belief as to the truth of these
16 averments against the other Defendants and so denies same.
17

18 80. Answering paragraph 2.52 of Plaintiffs' Complaint, TPLIC is
19 without knowledge or information to form a belief as to the truth of these
20 averments and so denies same.
21

22 81. Answering paragraph 2.53 of Plaintiffs' Complaint, TPLIC is
23 without knowledge or information to form a belief as to the truth of these
24 averments and so denies same.
25
26



1 82. Answering paragraph 2.54 of Plaintiffs' Complaint, TPLIC asserts
2 the letter speaks for itself. Any mischaracterization or misstatement is denied.
3

4 83. Answering paragraph 2.55 of Plaintiffs' Complaint, TPLIC is
5 without knowledge or information to form a belief as to the truth of these
6 averments and so denies same.
7

8 84. Answering paragraph 2.56 of Plaintiffs' Complaint, TPLIC is
9 without knowledge or information to form a belief as to the truth of these
10 averments and so denies same.
11

12 85. Answering paragraph 2.57 of Plaintiffs' Complaint, TPLIC is
13 without knowledge or information to form a belief as to the truth of these
14 averments and so denies same.
15

16 86. Answering paragraph 2.58 of Plaintiffs' Complaint, TPLIC asserts
17 the Exhibit speaks for itself. Any mischaracterization or misstatement is denied.
18 TPLIC is without knowledge or information to form a belief as to the truth of
19 these averments and so denies same.
20

21 87. Answering paragraph 2.59 of Plaintiffs' Complaint, TPLIC is
22 without knowledge or information to form a belief as to the truth of these
23 averments and so denies same.
24

25 88. Answering paragraph 2.60 of Plaintiffs' Complaint, TPLIC admits
26

1 only that it has charged and received premium for the insurance coverage
2 provided in the Policy. TPLIC is without knowledge or information to form a
3 belief as to the truth of the remaining averments and so denies same.
4

5 89. Answering paragraph 2.61 of Plaintiffs' Complaint, TPLIC is
6 without knowledge or information to form a belief as to the truth of these
7 averments and so denies same.
8

9 90. Answering paragraph 2.62 of Plaintiffs' Complaint, TPLIC is
10 without knowledge or information to form a belief as to the truth of these
11 averments and so denies same.
12

13 91. Answering paragraph 2.63 of Plaintiffs' Complaint, TPLIC admits
14 only that Plaintiffs have attached a copy of a document that appears to be a death
15 certificate for Norma Shields as an Exhibit to the Complaint. The document
16 speaks for itself. TPLIC is without knowledge or information to form a belief as
17 to the truth of the averments and so denies same.
18
19

20 92. Answering paragraph 2.64 of Plaintiffs' Complaint, TPLIC is
21 without knowledge or information to form a belief as to the truth of these
22 averments and so denies same.
23

24 93. Answering paragraph 2.65 of Plaintiffs' Complaint, TPLIC admits
25 only that Plaintiffs have attached a copy of a document that appears to be a death
26



1 certificate for Norma Shields as an Exhibit to the Complaint. The document
2 speaks for itself. TPLIC is without knowledge or information to form a belief as
3 to the truth of these averments against the other Defendants and so denies same.
4

5 94. Answering paragraph 2.66 of Plaintiffs' Complaint, TPLIC is
6 without knowledge or information to form a belief as to the truth of these
7 averments and so denies same.
8

9 95. Answering paragraph 2.67 of Plaintiffs' Complaint, TPLIC admits
10 only that Plaintiffs have attached a copy of a document that appears to be a death
11 certificate for Norma Shields as an Exhibit to the Complaint. The document
12 speaks for itself. Any mischaracterization or misstatement is denied.
13

14 96. Answering paragraph 2.68 of Plaintiffs' Complaint, TPLIC admits
15 only that Mr. Shields submitted incomplete claim documentation in connection
16 with a request for benefits, and that a pathology report was requested from him in
17 connection with his claim. TPLIC denies the remaining averments to the extent
18 they are directed at TPLIC, and is without knowledge or information to form a
19 belief as to the truth of these averments as to the other Defendants and so denies
20 same.
21
22
23

24 97. Answering paragraph 2.69 of Plaintiffs' Complaint, TPLIC denies.

25 98. Answering paragraph 2.70 of Plaintiffs' Complaint, TPLIC denies.
26



1 99. Answering paragraph 2.71 of Plaintiffs' Complaint, TPLIC admits
2 only that Plaintiffs have attached documents as Exhibit 7 to the Complaint. The
3 documents speak for themselves. TPLIC is without knowledge or information to
4 form a belief as to the truth of the remaining averments and so denies same.
5

6 100. Answering paragraph 2.72 of Plaintiffs' Complaint, TPLIC asserts
7 the Policy speaks for itself. Any mischaracterization or misstatement is denied.
8

9 101. Answering paragraph 2.73 of Plaintiffs' Complaint, TPLIC admits.
10

11 102. Answering paragraph 2.74 of Plaintiffs' Complaint, TPLIC is
12 without knowledge or information to form a belief as to the truth of these
13 averments and so denies same.
14

15 103. Answering paragraph 2.75 of Plaintiffs' Complaint, TPLIC is
16 without knowledge or information to form a belief as to the truth of these
17 averments and so denies same.
18

19 104. Answering paragraph 2.76 of Plaintiffs' Complaint, TPLIC is
20 without knowledge or information to form a belief as to the truth of these
21 averments and so denies same.
22

23 105. Answering paragraph 2.77 of Plaintiffs' Complaint, TPLIC is
24 without knowledge or information to form a belief as to the truth of these
25 averments and so denies same.
26

1 106. Answering paragraph 2.78 of Plaintiffs' Complaint, TPLIC asserts
2 this statement is a conclusion of law, with no response required. Any
3 mischaracterization or misstatement is denied. If a response is later deemed
4 required, it is denied.
5

6 107. Answering paragraph 2.79 of Plaintiffs' Complaint, TPLIC is
7 without knowledge or information to form a belief as to the truth of these
8 averments and so denies same.
9

10 108. Answering paragraph 2.80 of Plaintiffs' Complaint, TPLIC asserts
11 that the Exhibit speaks for itself, and no response is required. Any
12 mischaracterization or misstatement is denied. If a response is later deemed
13 required, it is denied.
14

15 109. Answering paragraph 2.81 of Plaintiffs' Complaint, TPLIC admits
16 that it received a letter dated January 31, 2020 identifying the Insurance Fair
17 Conduct Act and that the letter was addressed to the "Office of the Insurance
18 Commissioner," to "NRA Endorsed Member Benefits," and to "Transamerica."
19

20 110. Answering paragraph 2.82 of Plaintiffs' Complaint, TPLIC asserts
21 that the Exhibit speaks for itself, and no response is required. Any
22 mischaracterization or misstatement is denied. If a response is later deemed
23 required, it is denied.
24
25
26

1 111. Answering paragraph 2.83 of Plaintiffs' Complaint, TPLIC asserts
2 that the Exhibit speaks for itself, and no response is required. Any
3 mischaracterization or misstatement is denied. If a response is later deemed
4 required, it is denied.
5

6 112. Answering paragraph 2.84 of Plaintiffs' Complaint, TPLIC admits
7 only that a response was provided to Plaintiffs' counsel, and is attached as an
8 Exhibit to the Complaint. The Exhibit speaks for itself and no further response is
9 required. Any mischaracterization or misstatement is denied. If a response is later
10 deemed required, it is denied.
11

12 113. Answering paragraph 2.85 of Plaintiffs' Complaint, TPLIC asserts
13 this statement is a conclusion of law, with no response required. If a response is
14 later deemed required, it is denied.
15

16 114. Answering paragraph 2.86 of Plaintiffs' Complaint, TPLIC asserts
17 that the Exhibit speaks for itself, and no response is required. Any
18 mischaracterization or misstatement is denied. If a response is later deemed
19 required, it is denied.
20

21 115. Answering paragraph 2.87 of Plaintiffs' Complaint, TPLIC asserts
22 the Exhibit speaks for itself, and no response is required. Any mischaracterization
23 or misstatement is denied. If a response is later deemed required, TPLIC denies
24
25
26



1 same.

2 116. Answering paragraph 2.88 of Plaintiffs' Complaint, TPLIC denies.

3
4 117. Answering paragraph 2.89 of Plaintiffs' Complaint, TPLIC admits
5 only that the Policy has an overall lifetime maximum amount for all benefits of
6 \$250,000, that Plaintiffs have actual knowledge of the Policy's terms, and that the
7 Policy's written terms speak for themselves. TPLIC is without knowledge or
8 information to form a belief as to the truth of the remaining averments, so denies
9 same.
10

11
12 118. Answering paragraph 2.90 of Plaintiffs' Complaint, TPLIC admits
13 that Plaintiffs attached a copy of a letter as Exhibit 11 to the Complaint. The
14 Exhibit speaks for itself and no further response is required. Any
15 mischaracterization or misstatement is denied. If a response is later deemed
16 required, it is denied. TPLIC is without knowledge or information to form a belief
17 as to the truth of the remaining averments, so denies same.
18
19

20 119. Answering paragraph 2.91 of Plaintiffs' Complaint, TPLIC asserts
21 that the Exhibit speaks for itself, and no response is required. Any
22 mischaracterization or misstatement is denied. If a response is later deemed
23 required, it is denied.
24

25 120. Answering paragraph 2.92 of Plaintiffs' Complaint, TPLIC asserts
26



1 this statement regarding a “reasonable investigation” is a conclusion of law, with
2 no response required. If a response is later deemed required, it is denied.
3

4 121. Answering paragraph 2.93 of Plaintiffs’ Complaint, TPLIC asserts
5 this statement is a conclusion of law, with no response required. If a response is
6 later deemed required, it is denied.
7

8 122. Answering paragraph 2.94 of Plaintiffs’ Complaint, TPLIC asserts
9 this statement is a conclusion of law, with no response required. If a response is
10 later deemed required, it is denied.
11

12 123. Answering paragraph 2.95 of Plaintiffs’ Complaint, TPLIC asserts
13 this statement is a conclusion of law, with no response required. If a response is
14 later deemed required, it is denied.
15

16 124. Answering paragraph 2.96 of Plaintiffs’ Complaint, TPLIC asserts
17 this statement is a conclusion of law, with no response required. If a response is
18 later deemed required, it is denied.
19

20 125. Answering paragraph 2.97 of Plaintiffs’ Complaint, TPLIC asserts
21 this statement is a conclusion of law, with no response required. If a response is
22 later deemed required, it is denied.
23

24 126. Answering paragraph 2.98 of Plaintiffs’ Complaint, TPLIC denies.

25 127. Answering paragraph 2.99 of Plaintiffs’ Complaint, TPLIC admits
26

1 that it has received payment on the Policy, which is currently in effect.

2 128. Answering paragraph 2.100 of Plaintiffs' Complaint, TPLIC admits
3 is has not issued any payments to Mr. Shields. TPLIC is without knowledge or
4 information to form a belief as to the truth of the remaining averments as to the
5 other Defendants, so denies same.
6

7 129. Answering paragraph 2.101 of Plaintiffs' Complaint, TPLIC admits
8 it has not paid Plaintiffs for any medical bills. TPLIC is without knowledge or
9 information to form a belief as to the truth of the remaining averments, so denies
10 same.
11
12

13 III. CAUSES OF ACTION

14 First Cause of Action: 15 NEGLIGENCE

16 130. Answering paragraph 3.1 of Plaintiffs' Complaint, TPLIC repeats
17 and incorporates its responses to all preceding paragraphs as if set forth fully
18 herein.
19

20 131. Answering paragraph 3.2 of Plaintiffs' Complaint, TPLIC admits it
21 is the insurer under the Policy, which is still in effect. TPLIC admits an insurance
22 policy is a contract. TPLIC is without knowledge or information to form a belief
23 as to the truth of the remaining averments as to the other Defendants, so denies
24 same.
25
26



1 132. Answering paragraph 3.3 of Plaintiffs' Complaint, TPLIC asserts
2 this statement is a conclusion of law, with no response required. If a response is
3 later deemed required, it is denied.
4

5 133. Answering paragraph 3.4 of Plaintiffs' Complaint, TPLIC denies the
6 NRA is its agent. TPLIC asserts this statement is a conclusion of law, with no
7 response required. If a response is later deemed required, it is denied.
8

9 134. Answering paragraph 3.5 of Plaintiffs' Complaint, TPLIC denies as
10 to TPLIC, and is without knowledge or information to form a belief as to the truth
11 of the remaining averments as to the other Defendants, so denies same.
12

13 135. Answering paragraph 3.6 of Plaintiffs' Complaint, TPLIC denies as
14 to TPLIC, and without knowledge or information to form a belief as to the truth
15 of the remaining averments as to the other Defendants, so denies same.
16

17 136. Answering paragraph 3.7 of Plaintiffs' Complaint, TPLIC asserts
18 that this is a statement about Plaintiffs' intent regarding arbitration that does not
19 require an answer. To the extent an answer is required, it is denied.
20

21 **Second Cause of Action:**
22 **PROFESSIONAL NEGLIGENCE**

23 137. Answering paragraph 3.8 of Plaintiffs' Complaint, TPLIC repeats
24 and incorporates its responses to all preceding paragraphs as if set forth fully
25 herein.
26



1 138. Answering paragraph 3.9 of Plaintiffs' Complaint, TPLIC denies as
2 to TPLIC, and is without knowledge or information to form a belief as to the truth
3 of the remaining averments as to the other Defendants, so denies same.
4

5 139. Answering paragraph 3.10 of Plaintiffs' Complaint, TPLIC denies.
6

7 140. Answering paragraph 3.11 of Plaintiffs' Complaint, TPLIC denies.
8

9 141. Answering paragraph 3.12 of Plaintiffs' Complaint, TPLIC is
10 without knowledge or information to form a belief as to the truth of these
11 averments, so denies same.

12 142. Answering paragraph 3.13 of Plaintiffs' Complaint, TPLIC asserts
13 this statement is a conclusion of law, with no response required. If a response is
14 later deemed required, it is denied.
15

16 143. Answering paragraph 3.14 of Plaintiffs' Complaint, TPLIC denies as
17 to TPLIC, and is without knowledge or information to form a belief as to the truth
18 of the remaining averments as to the other Defendants, so denies same.
19

20 144. Answering paragraph 3.15 of Plaintiffs' Complaint, TPLIC denies as
21 to TPLIC, and is without knowledge or information to form a belief as to the truth
22 of the remaining averments as to the other Defendants, so denies same.
23

24 145. Answering paragraph 3.16 of Plaintiffs' Complaint, TPLIC asserts
25 that the Policy speaks for itself. Any mischaracterization or misstatement is
26



1 denied. If a response is later deemed required, it is denied.

2
3 **Third Cause of Action:**
4 **CONSUMER PROTECTION ACT**

5 **A. Violation – Deceptive Practice / Advertising**

6 146. Answering paragraph 3.17 of Plaintiffs' Complaint, TPLIC repeats
7 and incorporates its responses to all preceding paragraphs as if set forth fully
8 herein.

9
10 147. Answering paragraph 3.18 of Plaintiffs' Complaint, TPLIC asserts
11 that this statement is a description of Plaintiffs' claims and does not require an
12 answer. To the extent an answer is required, it is denied.

13
14 148. Answering paragraph 3.19 of Plaintiffs' Complaint, TPLIC asserts
15 the statement is a conclusion of law and does not require a response. Any
16 mischaracterization or misstatement of same is denied. If a response is later
17 deemed required, it is denied.

18
19 **B. Violation – Twisting**

20
21 149. Answering paragraph 3.20 of Plaintiffs' Complaint, TPLIC repeats
22 and incorporates its responses to all preceding paragraphs as if set forth fully
23 herein.

24
25 150. Answering paragraph 3.21 of Plaintiffs' Complaint, TPLIC asserts
26 the statute speaks for itself and no response is required. Any mischaracterization

1 or misstatement of same is denied. To the extent a response is later deemed
2 required, it is denied.
3

4 151. Answering paragraph 3.22 of Plaintiffs' Complaint, TPLIC denies as
5 to TPLIC, and is without knowledge or information to form a belief as to the truth
6 of the remaining averments as to the other Defendants, so denies same. To the
7 extent this paragraph purports to summarize an Exhibit to the Complaint, the
8 Exhibit speaks for itself and no response is required. Any mischaracterization or
9 misstatement of same is denied. To the extent a response is later deemed required,
10 it is denied.
11
12

13 152. Answering paragraph 3.23 of Plaintiffs' Complaint, TPLIC asserts
14 its Policy insuring Mr. Shields and his spouse speaks for itself and no response is
15 required. To the extent that this paragraph references any prior policy or contract
16 between Plaintiffs and any other Defendant or third party, any such policy would
17 also speak for itself. Any mischaracterization or misstatement of same is denied.
18
19 To the extent a response is later deemed required, it is denied.
20

21 153. Answering paragraph 3.24 of Plaintiffs' Complaint, TPLIC asserts
22 the Policy speaks for itself and no response is required. Any mischaracterization
23 or misstatement of same is denied. To the extent a response is later deemed
24 required, it is denied.
25
26



1 154. Answering paragraph 3.25 of Plaintiffs' Complaint, TPLIC asserts
2 the Policy speaks for itself and no response is required. Any mischaracterization
3 or misstatement of same is denied. To the extent a response is later deemed
4 required, it is denied.
5

6 155. Answering paragraph 3.26 of Plaintiffs' Complaint, TPLIC is
7 without knowledge or information to form a belief as to the truth of these
8 averments, so denies same.
9

10 156. Answering paragraph 3.27 of Plaintiffs' Complaint, TPLIC is
11 without knowledge or information to form a belief as to the truth of these
12 averments, so denies same.
13

14 157. Answering paragraph 3.28 of Plaintiffs' Complaint, TPLIC admits
15 only that it has not made any payments to Plaintiffs under the Policy. TPLIC is
16 without knowledge or information to form a belief as to the truth of the remaining
17 averments, so denies same.
18
19

20 **Fourth Cause of Action:**
21 **FRAUD IN THE SALE, SOLICITATION, NEGOTIATION, AND**
22 **ADVERTISING OF INSURANCE, CLAIMS HANDLING, AND**
23 **FRAUDULENT INDUCEMENT TO CONTRACT**

24 158. Answering paragraph 3.29 of Plaintiffs' Complaint, TPLIC repeats
25 and incorporates its responses to all preceding paragraphs as if set forth fully
26 herein.



1 159. Answering paragraph 3.30 of Plaintiffs' Complaint, TPLIC is
2 without knowledge or information to form a belief as to the truth of these
3 averments, so denies same.
4

5 160. Answering paragraph 3.31 of Plaintiffs' Complaint, TPLIC is
6 without knowledge or information to form a belief as to the truth of these
7 averments, so denies same.
8

9 161. Answering paragraph 3.32 of Plaintiffs' Complaint, TPLIC is
10 without knowledge or information to form a belief as to the truth of these
11 averments, so denies same.
12

13 162. Answering paragraph 3.33 of Plaintiffs' Complaint, TPLIC is
14 without knowledge or information to form a belief as to the truth of these
15 averments, so denies same.
16

17 163. Answering paragraph 3.34 of Plaintiffs' Complaint, TPLIC admits
18 only that its contractual relationship with Mr. Shields is governed by the Policy,
19 the written terms of which speak for themselves. TPLIC further asserts the letter
20 attached as Exhibit 2 to the Complaint speaks for itself and no response is
21 required. Any mischaracterization or misstatement of same is denied. To the
22 extent a response is later deemed required, TPLIC denies same. The TPLIC is
23 without knowledge or information to form a belief as to the truth of the remaining
24
25
26

1 averments, so denies same.

2 164. Answering paragraph 3.35 of Plaintiffs' Complaint, TPLIC is
3 without knowledge or information to form a belief as to the truth of these
4 averments, so denies same.
5

6 165. Answering paragraph 3.36 of Plaintiffs' Complaint, TPLIC is
7 without knowledge or information to form a belief as to the truth of these
8 averments, so denies same.
9

10 166. Answering paragraph 3.37 of Plaintiffs' Complaint, TPLIC asserts
11 the Policy speaks for itself and no response is required. Any mischaracterization
12 or misstatement of same is denied. To the extent a response is later deemed
13 required, it is denied.
14

15 167. Answering paragraph 3.38 of Plaintiffs' Complaint, TPLIC asserts
16 the Policy speaks for itself and no response is required. Any mischaracterization
17 or misstatement of same is denied. To the extent a response is later deemed
18 required, TPLIC denies same. TPLIC is without knowledge or information to
19 form a belief as to the truth of the remaining averments regarding the unidentified
20 "advertisement," so denies same.
21
22

23 168. Answering paragraph 3.39 of Plaintiffs' Complaint, TPLIC asserts
24 the Policy speaks for itself and no response is required. Any mischaracterization
25
26

1 or misstatement of same is denied. To the extent a response is later deemed
2 required, it is denied.
3

4 169. Answering paragraph 3.40 of Plaintiffs' Complaint, TPLIC asserts
5 the letter attached as Exhibit 2 to the Complaint speaks for itself and no response
6 is required. Any mischaracterization or misstatement of same is denied. To the
7 extent a response is later deemed required, it is denied.
8

9 170. Answering paragraph 3.41 of Plaintiffs' Complaint, TPLIC is
10 without knowledge or information to form a belief as to the truth of these
11 averments, so denies same.
12

13 171. Answering paragraph 3.42 of Plaintiffs' Complaint, TPLIC is
14 without knowledge or information to form a belief as to the truth of the averments,
15 so denies same.
16

17 172. Answering paragraph 3.43 of Plaintiffs' Complaint, TPLIC denies as
18 to TPLIC, and is without knowledge or information to form a belief as to the truth
19 of the averments as to other Defendants, so denies same.
20

21 173. Answering paragraph 3.44 of Plaintiffs' Complaint, TPLIC is
22 without knowledge or information to form a belief as to the truth of these
23 averments, so denies same.
24

25 174. Answering paragraph 3.45 of Plaintiffs' Complaint, TPLIC is
26



1 without knowledge or information to form a belief as to the truth of these
2 averments, so denies same.

3
4 175. Answering paragraph 3.46 of Plaintiffs' Complaint, TPLIC is
5 without knowledge or information to form a belief as to the truth of these
6 averments, so denies same.

7
8 176. Answering paragraph 3.47 of Plaintiffs' Complaint, TPLIC admits
9 that Mr. Shields has timely paid payments on the Policy, which is currently in
10 effect.

11
12 177. Answering paragraph 3.48 of Plaintiffs' Complaint, TPLIC asserts
13 the statement is a conclusion of law, with no response required. Any
14 mischaracterization or misstatement of same is denied. If a response is later
15 deemed required, it is denied.

16
17 178. Answering paragraph 3.49 of Plaintiffs' Complaint, TPLIC denies.

18
19 **Fifth Cause of Action:**
20 **BREACH OF FIDUCIARY DUTY AND/OR BREACH OF QUASI**
21 **FIDUCIARY DUTY**

22 179. Answering paragraph 3.50 of Plaintiffs' Complaint, TPLIC repeats
23 and incorporates its responses to all preceding paragraphs as if set forth fully
24 herein.

25 180. Answering paragraph 3.51 of Plaintiffs' Complaint, TPLIC is
26

1 without knowledge or information to form a belief as to the truth of these
2 averments, so denies same.

3
4 181. Answering paragraph 3.52 of Plaintiffs' Complaint, TPLIC denies as
5 to TPLIC, and is without knowledge or information to form a belief as to the truth
6 of the averments as to other Defendants, so denies same.

7
8 182. Answering paragraph 3.53 of Plaintiffs' Complaint, TPLIC denies.

9 183. Answering paragraph 3.54 of Plaintiffs' Complaint, TPLIC denies as
10 to TPLIC, and is without knowledge or information to form a belief as to the truth
11 of the averments as to other Defendants, so denies same.

12
13 184. Answering paragraph 3.55 of Plaintiffs' Complaint, TPLIC denies.

14
15 **Sixth Cause of Action:**
INSURANCE FAIR CONDUCT ACT / CONSUMER PROTECTION ACT

16 185. Answering paragraph 3.56 of Plaintiffs' Complaint, TPLIC repeats
17 and incorporates its responses to all preceding paragraphs as if set forth fully
18 herein.

19
20 186. Answering paragraph 3.57 of Plaintiffs' Complaint, TPLIC denies as
21 to TPLIC, and is without knowledge or information to form a belief as to the truth
22 of the averments as to other Defendants, so denies same.

23
24 187. Answering paragraph 3.58 of Plaintiffs' Complaint, TPLIC denies.

25 188. Answering paragraph 3.59 of Plaintiffs' Complaint, TPLIC denies.
26



1 189. Answering paragraph 3.60 of Plaintiffs' Complaint, TPLIC asserts
2 the statement is a conclusion of law and does not require a response. Any
3 mischaracterization or misstatement of same is denied. If a response is later
4 deemed required, it is denied.
5

6 190. Answering paragraph 3.61 of Plaintiffs' Complaint, TPLIC asserts
7 this statement describes Plaintiffs' claims and no response is required. To the
8 extent a response is required, it is denied.
9

10 191. Answering paragraph 3.62 of Plaintiffs' Complaint, TPLIC denies as
11 to TPLIC, and is without knowledge or information to form a belief as to the truth
12 of the averments as to other Defendants, so denies same.
13

14 192. Answering paragraph 3.63 of Plaintiffs' Complaint, TPLIC asserts
15 that the statement describes Plaintiff's claims and does not require a response. To
16 the extent a response is required, it is denied.
17

18 193. Answering paragraph 3.64 of Plaintiffs' Complaint, TPLIC admits it
19 in the business of insurance, and asserts the statement is a conclusion of law and
20 does not require a response. Any mischaracterization or misstatement of same is
21 denied. TPLIC is without knowledge or information to form a belief as to the
22 truth of the averments as to other Defendants, so denies same.
23

24 194. Answering paragraph 3.65 of Plaintiffs' Complaint, TPLIC denies.
25
26



Seventh Cause of Action:
CONSUMER PROTECTION ACT – DECEPTIVE PRACTICES /
UNFAIR COMPETITION

195. Answering paragraph 3.66 of Plaintiffs' Complaint, TPLIC repeats and incorporates its responses to all preceding paragraphs as if set forth fully herein.

196. Answering paragraph 3.67 of Plaintiffs' Complaint, TPLIC denies.

197. Answering paragraph 3.68 of Plaintiffs' Complaint, TPLIC denies.

198. Answering paragraph 3.69 of Plaintiffs' Complaint, TPLIC denies as to TPLIC, and is without knowledge or information to form a belief as to the truth of the averments as to other Defendants, so denies same.

199. Answering paragraph 3.70 of Plaintiffs' Complaint, TPLIC denies as to TPLIC, and is without knowledge or information to form a belief as to the truth of the averments as to other Defendants, so denies same.

200. Answering paragraph 3.71 of Plaintiffs' Complaint, TPLIC denies as to TPLIC, and is without knowledge or information to form a belief as to the truth of the averments as to other Defendants, so denies same.

201. Answering paragraph 3.72 of Plaintiffs' Complaint, TPLIC denies.

202. Answering paragraph 3.73 of Plaintiffs' Complaint, TPLIC denies as to TPLIC, and is without knowledge or information to form a belief as to the truth



1 of the averments as to other Defendants, so denies same.

2 203. Answering paragraph 3.74 of Plaintiffs' Complaint, TPLIC denies as
3 to TPLIC, and is without knowledge or information to form a belief as to the truth
4 of the averments as to other Defendants, so denies same.
5

6 204. Answering paragraph 3.75 of Plaintiffs' Complaint, TPLIC denies as
7 to TPLIC, and is without knowledge or information to form a belief as to the truth
8 of the averments as to other Defendants, so denies same.
9

10 205. Answering paragraph 3.76 of Plaintiffs' Complaint, TPLIC denies as
11 to TPLIC, and is without knowledge or information to form a belief as to the truth
12 of the averments as to other Defendants, so denies same.
13

14 206. Answering paragraph 3.77 of Plaintiffs' Complaint, TPLIC is
15 without knowledge or information to form a belief as to the truth of the averments,
16 so denies same.
17

18 207. Answering paragraph 3.78 of Plaintiffs' Complaint, TPLIC denies as
19 to TPLIC, and is without knowledge or information to form a belief as to the truth
20 of the averments as to other Defendants, so denies same.
21

22 208. Answering paragraph 3.79 of Plaintiffs' Complaint, TPLIC asserts
23 the letter speaks for itself and no response is required. Any mischaracterization or
24 misstatement of same is denied. To the extent a response is later deemed required,
25
26

1 TPLIC denies same.

2
3 **Eighth Cause of Action:**
4 **BAD FAITH / BREACH OF IMPLIED DUTY OF GOOD FAITH AND**
5 **FAIR DEALING**

6 209. Answering paragraph 3.80 of Plaintiffs' Complaint, TPLIC repeats
7 and incorporates its responses to all preceding paragraphs as if set forth fully
8 herein.

9 210. Answering paragraph 3.81 of Plaintiffs' Complaint, TPLIC admits it
10 is the insurer under the Policy, which is a contract that provides insurance
11 coverage for Mr. Shields and his spouse. TPLIC, is without knowledge or
12 information to form a belief as to the truth of the averments as to other Defendants,
13 so denies same.
14

15 211. Answering paragraph 3.82 of Plaintiffs' Complaint, TPLIC asserts
16 the statement is a conclusion of law for which no response is required. Any
17 mischaracterization or misstatement of same is denied. To the extent a response
18 is required, TPLIC denies same.
19
20

21 212. Answering paragraph 3.83 of Plaintiffs' Complaint, TPLIC denies.

22 213. Answering paragraph 3.84 of Plaintiffs' Complaint, TPLIC denies.

23 214. Answering paragraph 3.85 of Plaintiffs' Complaint, TPLIC denies.
24
25
26



Ninth Cause of Action:
DECLARATORY JUDGMENT / RCW 7.24

215. Answering paragraph 3.86 of Plaintiffs' Complaint, TPLIC repeats and incorporates its responses to all preceding paragraphs as if set forth fully herein.

216. Answering paragraph 3.87 of Plaintiffs' Complaint, TPLIC asserts the statement describes the relief Plaintiffs request and does not require a response. To the extent a response is required, TPLIC denies.

217. Answering paragraph 3.88 of Plaintiffs' Complaint, TPLIC asserts the statement describes the relief Plaintiffs request and does not require a response. To the extent a response is required, TPLIC denies.

218. Answering paragraph 3.89 of Plaintiffs' Complaint, TPLIC asserts the statement describes the relief Plaintiffs request and does not require a response. To the extent a response is required, TPLIC denies.

219. Answering paragraph 3.90 of Plaintiffs' Complaint, TPLIC asserts the statement describes the relief Plaintiffs request and does not require a response. To the extent a response is required, TPLIC denies.

220. Answering paragraph 3.91 of Plaintiffs' Complaint, TPLIC asserts the statement describes the relief Plaintiffs request and does not require a response. To the extent a response is required, TPLIC denies.



1 221. Answering paragraph 3.92 of Plaintiffs' Complaint, TPLIC asserts
2 the statement describes the relief Plaintiffs request and does not require a
3 response. To the extent a response is required, TPLIC denies.
4

5 222. Answering paragraph 3.93 of Plaintiffs' Complaint, TPLIC asserts
6 the statement describes the relief Plaintiffs request and does not require a
7 response. To the extent a response is required, TPLIC denies.
8

9 223. Answering paragraph 3.94 of Plaintiffs' Complaint, TPLIC asserts
10 the statement describes the relief Plaintiffs request and does not require a
11 response. To the extent a response is required, TPLIC denies.
12

13 224. Answering paragraph 3.95 of Plaintiffs' Complaint, TPLIC asserts
14 the statement describes the relief Plaintiffs request and does not require a
15 response. To the extent a response is required, TPLIC denies.
16

17 225. Answering paragraph 3.96 of Plaintiffs' Complaint, TPLIC asserts
18 the statement describes the relief Plaintiffs request and does not require a
19 response. To the extent a response is required, TPLIC denies.
20

21 226. Answering paragraph 3.97 of Plaintiffs' Complaint, TPLIC asserts
22 the statement describes the relief Plaintiffs request and does not require a
23 response. To the extent a response is required, TPLIC denies.
24

25 227. Answering paragraph 3.98 of Plaintiffs' Complaint, TPLIC denies.
26

Tenth Cause of Action:
NEGLIGENT CLAIMS HANDLING

228. Answering paragraph 3.99 of Plaintiffs' Complaint, TPLIC repeats and incorporates its responses to all preceding paragraphs as if set forth fully herein.

229. Answering paragraph 3.100 of Plaintiffs' Complaint, TPLIC denies.

230. Answering paragraph 3.101 of Plaintiffs' Complaint, TPLIC denies as to TPLIC, and is without knowledge or information to form a belief as to the truth of the averments as to other Defendants, so denies same.

231. Answering paragraph 3.102 of Plaintiffs' Complaint, TPLIC denies.

232. Answering paragraph 3.103 of Plaintiffs' Complaint, TPLIC denies.

Eleventh Cause of Action:
UNFAIR TRADE AND COMPETITION (RCW 19.86.020)

233. Answering paragraph 3.104 of Plaintiffs' Complaint, TPLIC repeats and incorporates its responses to all preceding paragraphs as if set forth fully herein.

234. Answering paragraph 3.105 of Plaintiffs' Complaint, TPLIC denies as to TPLIC, and is without knowledge or information to form a belief as to the truth of the averments as to other Defendants, so denies same.

Twelfth Cause of Action:
BREACH OF CONTRACT: EXPRESSED AND IMPLIED

235. Answering paragraph 3.106 of Plaintiffs' Complaint, TPLIC repeats and incorporates its responses to all preceding paragraphs as if set forth fully herein.

236. Answering paragraph 3.107 of Plaintiffs' Complaint, TPLIC admits it is the insurer for the Policy that insures Ronald Shields and his spouse, with an effective date of January 1, 2014. TPLIC, is without knowledge or information to form a belief as to the truth of the averments as to other Defendants, so denies same.

237. Answering paragraph 3.108 of Plaintiffs' Complaint, TPLIC asserts that this statement is a conclusion of law that requires no response. To the extent a response is required, it is denied.

238. Answering paragraph 3.109 of Plaintiffs' Complaint, TPLIC admits Mr. Shields has timely paid premiums for the Policy to date.

239. Answering paragraph 3.110 of Plaintiffs' Complaint, TPLIC denies as to TPLIC, and is without knowledge or information to form a belief as to the truth of the averments as to other Defendants, so denies same.

240. Answering paragraph 3.111 of Plaintiffs' Complaint, TPLIC denies as to TPLIC, and is without knowledge or information to form a belief as to the



1 truth of the averments as to other Defendants, so denies same.

2
3 **Thirteenth Cause of Action:**
4 **PROMISSORY ESTOPPEL**

5 241. Answering paragraph 3.112 of Plaintiffs' Complaint, TPLIC repeats
6 and incorporates its responses to all preceding paragraphs as if set forth fully
7 herein.

8 242. Answering paragraph 3.113 of Plaintiffs' Complaint, TPLIC denies
9 as to TPLIC, and is without knowledge or information to form a belief as to the
10 truth of the averments as to other Defendants, so denies same.
11

12 243. Answering paragraph 3.114 of Plaintiffs' Complaint, TPLIC denies
13 as to TPLIC, and is without knowledge or information to form a belief as to the
14 truth of the averments as to other Defendants, so denies same.
15

16 244. Answering paragraph 3.115 of Plaintiffs' Complaint, TPLIC is
17 without knowledge or information to form a belief as to the truth of the averments,
18 so denies same.
19

20 245. Answering paragraph 3.116 of Plaintiffs' Complaint, TPLIC denies
21 as to TPLIC, and is without knowledge or information to form a belief as to the
22 truth of the averments as to other Defendants, so denies same.
23

24 **IV. DAMAGES/ADDITIONAL CLAIMS HANDLING VIOLATIONS**
25

26 246. Answering paragraph 4.1 of Plaintiffs' Complaint, TPLIC admits



1 that Mr. Shields has contractual rights under the Policy, pursuant to the terms of
2 the Policy, which speaks for itself.
3

4 247. Answering paragraph 4.2 of Plaintiffs' Complaint, TPLIC denies as
5 to TPLIC, and is without knowledge or information to form a belief as to the truth
6 of the averments as to other Defendants, so denies same.
7

8 248. Answering paragraph 4.3 of Plaintiffs' Complaint, TPLIC is without
9 knowledge or information to form a belief as to the truth of the averments, so
10 denies same.
11

12 249. Answering paragraph 4.4 of Plaintiffs' Complaint, TPLIC admits
13 only that Mr. Shields has contractual rights under the Policy, pursuant to the terms
14 of the Policy, which speaks for itself. TPLIC denies the remainder of the
15 paragraph.
16

17 250. Answering paragraph 4.5 of Plaintiffs' Complaint, TPLIC is without
18 knowledge or information to form a belief as to the truth of the averments, based
19 on the undefined phrase, "time of the loss," so denies same.
20

21 251. Answering paragraph 4.6 of Plaintiffs' Complaint, TPLIC denies.
22

23 252. Answering paragraph 4.7 of Plaintiffs' Complaint, TPLIC assert this
24 statement is a description of Plaintiffs' claims and no response is required. To the
25 extent a response is later required, TPLIC denies.
26



1 253. Answering paragraph 4.8 of Plaintiffs' Complaint, TPLIC denies.

2 **AFFIRMATIVE AND OTHER DEFENSES**

3
4 1. The Complaint fails to state a claim upon which relief can be granted.

5 2. All claims asserted in the Complaint are barred because TPLIC did
6 not engage in any unlawful conduct, and no act or omission of TPLIC caused the
7 Plaintiffs any injury, including the injury alleged in the Complaint.
8

9 3. Some or all of the claims asserted in the Complaint may be barred by
10 the applicable statute of limitations.
11

12 4. If any award is made against these parties, the award be apportioned
13 among any and all at-fault entities.

14 5. The TPLIC is not responsible for any damages caused in whole or in
15 part by the independent, intervening, or superseding acts of third parties. TPLIC
16 is not responsible and is not the legal or proximate cause of any damages resulting
17 from any acts, representations, or omissions by third parties which were not
18 authorized and/or were not performed with actual, implied, or apparent authority.
19

20 6. Some or all of the claims asserted in the Complaint are barred, in
21 whole or in part, by the Plaintiffs' contributory negligence and because the matters
22 complained of were adequately disclosed to the Plaintiffs and/or they failed to
23 read documents which were provided to them which disclosed such matters.
24
25
26

1 7. All claims asserted in the Complaint are barred, in whole or in part,
2 because the TPLIC did not breach any common law or contractual duty owed to
3 the Plaintiffs.
4

5 8. All claims asserted in the Complaint are barred by the express terms
6 of the Policy.
7

8 9. One or more of the Plaintiffs lack standing to bring some or all of the
9 claims asserted in the Complaint.
10

11 10. All claims asserted in the Complaint are barred because the Plaintiffs
12 construes the Policy in a manner that renders performance impracticable and/or
13 frustrates the purpose of the contract.
14

15 11. All claims for equitable, declaratory, and/or injunctive relief are
16 barred because the Plaintiffs have an adequate remedy at law.
17

18 12. All claims asserted in the Complaint are barred, in whole or in part,
19 by the doctrines of ratification, waiver, consent, estoppel, and/or unclean hands.
20

21 13. Some or all of the claims asserted in the Complaint are barred by
22 applicable provisions of the Policy, such that the Plaintiffs could not reasonably
23 or justifiably rely on any representations or other documents, if any, which are
24 contradicted by the terms of the Policy. Further, to the extent that the Plaintiffs'
25 claims are based upon or rely for evidence upon the terms of other written
26



1 instruments or documents, the Policy provides the best evidence of its terms and
2 supersedes any contrary allegations in, or documents attached to, the Complaint.
3

4 14. Some or all of the claims asserted in the Complaint are barred by the
5 doctrines of merger, integration, the parol evidence rule, and the legal fact that the
6 Policy embodies the complete agreement between Mr. Shields and TPLIC.
7

8 15. Some or all of the claims asserted in the Complaint are barred, in
9 whole or in part, or are subject to offset because TPLIC conferred benefits upon
10 the Plaintiffs.
11

12 16. All claims asserted in the Complaint are barred because Plaintiffs
13 have not sustained any recoverable damages and, more fundamentally, TPLIC did
14 not legally cause any of the damages claimed in the Complaint, and the Plaintiffs
15 have not suffered any injury or damage by reason of any unlawful act or omission
16 by TPLIC.
17

18 17. All claims asserted in the Complaint are barred because Plaintiffs
19 have failed to submit an adequate proof of loss as required under the Policy.
20

21 18. All claims for statutory penalties and attorney's fees are barred
22 because at all times TPLIC has acted in good faith, in compliance with its statutory
23 duties, and Mr. Shields' claim submissions have been reasonably investigated as
24 required by applicable law.
25
26

1 19. Some claims in the Complaint are not ripe for adjudication.

2 20. The claims asserted in the Complaint are barred, in whole or in part,
3
4 by Plaintiffs' failure to adhere to and perform contractual conditions.

5 21. All claims asserted in the Complaint are barred because TPLIC did
6
7 not legally cause any of the damages claimed in the Complaint, and the Plaintiffs
8
9 have not suffered any injury or damage by reason of any unlawful act or omission
by TPLIC.

10 22. TPLIC denies that Plaintiffs have suffered any damage, loss or harm
11
12 as alleged in the Complaint. Nevertheless, to the extent Plaintiffs have suffered
13
14 any damage, loss, or harm, it is a result of their failure to mitigate such damage,
harm or loss.

15 23. The alleged conduct of TPLIC cannot support an award of exemplary
16
17 damages, and any award of exemplary damages in this matter would violate the
18
19 Due Process Clause of the United States Constitution and the corresponding
20 provision of the Constitution of the State of Washington.

21 24. Any award of exemplary damages to the plaintiff would be in
22
23 violation of the constitutional rights and safeguards provided to TPLIC under the
24
25 Constitution of the United States of America including, without limitation,
26 because there are no limitations placed on a jury's discretion in considering the



1 imposition or amount of such damages, there are no sufficient trial court and
2 appellate review mechanisms to constitutionally confirm any such damage award,
3 and the imposition of such a damage award would allow a verdict tainted by
4 passion and prejudice.
5

6 25. Any award of exemplary damages in this case would violate the
7 procedural and substantive safeguards provided to TPLIC under the Fifth, Sixth,
8 Eighth, and Fourteenth Amendments to the Constitution of the United States, and
9 under the Constitution of the State of Washington, in that such damages are penal
10 in nature and, consequently, TPLIC is entitled to the same procedural and
11 substantive safeguards afforded to criminal defendants.
12

13 26. Any award of exemplary damages to the Plaintiffs in this case would
14 violate the Eighth Amendment to the Constitution of the United States and the
15 Constitution of the State of Washington in that such damages would constitute
16 imposition of an excessive fine.
17

18 27. TPLIC reserves its right to assert all other defenses and to add any
19 other affirmative defenses as may be revealed by further investigation and
20 discovery in this case.
21

22 PRAYER FOR RELIEF

23 WHEREFORE, having fully and completely responded to each and every
24
25
26



1 allegation and claim in the Complaint, TPLIC prays that the Plaintiff take nothing,
2 that the Complaint be dismissed in its entirety with prejudice, that TPLIC recover
3 its attorney's fees and costs for defending this action, and for such other and
4 further relief as the Court deems just and proper.
5

6 DATED this 31st day of August, 2021.
7

8 By s/ Kristin Nealey Meier

9 By s/ Shanece M. Dedeaux

Kristin Nealey Meier, WSBA #33562

Shanece M. Dedeaux, WSBA #56734

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on the 31st day of August, 2021, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which in turn automatically generated a Notice of Electronic Filing (NEF) to all parties in the case who are registered users of the CM/ECF system. The NEF for the foregoing specifically identifies recipients of electronic notice.



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